

Form 42-248/42-1409(6) July, 2000

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>57-2006A</u>	_____	___	_____	_____	___
<u>57-2006B</u>	_____	___	_____	_____	___
<u>57-2007C</u>	_____	___	_____	_____	___
_____	_____	___	_____	_____	___
_____	_____	___	_____	_____	___

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) SAM and Rosalyn Pitman Revocable Trust
Melba, ID.
4. New Owner/Claimant(s) J & M CATTLE INC.
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 12971 BAILEY RD
- City, State and ZIP Code Melba, ID. 83641
- New Telephone Number () 495-1075
5. Date you acquired the property (1-20-04) (10-29-04) (1-12-05)

SUPPORT DATA

IN FILE # 57-2006A

RECEIVED

MAY 10 2006

WATER RESOURCES
WESTERN REGIONRECEIVED
MAY 12 2006
DEPARTMENT OF
WATER RESOURCES

Form 42-248/42-1409(6) July, 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

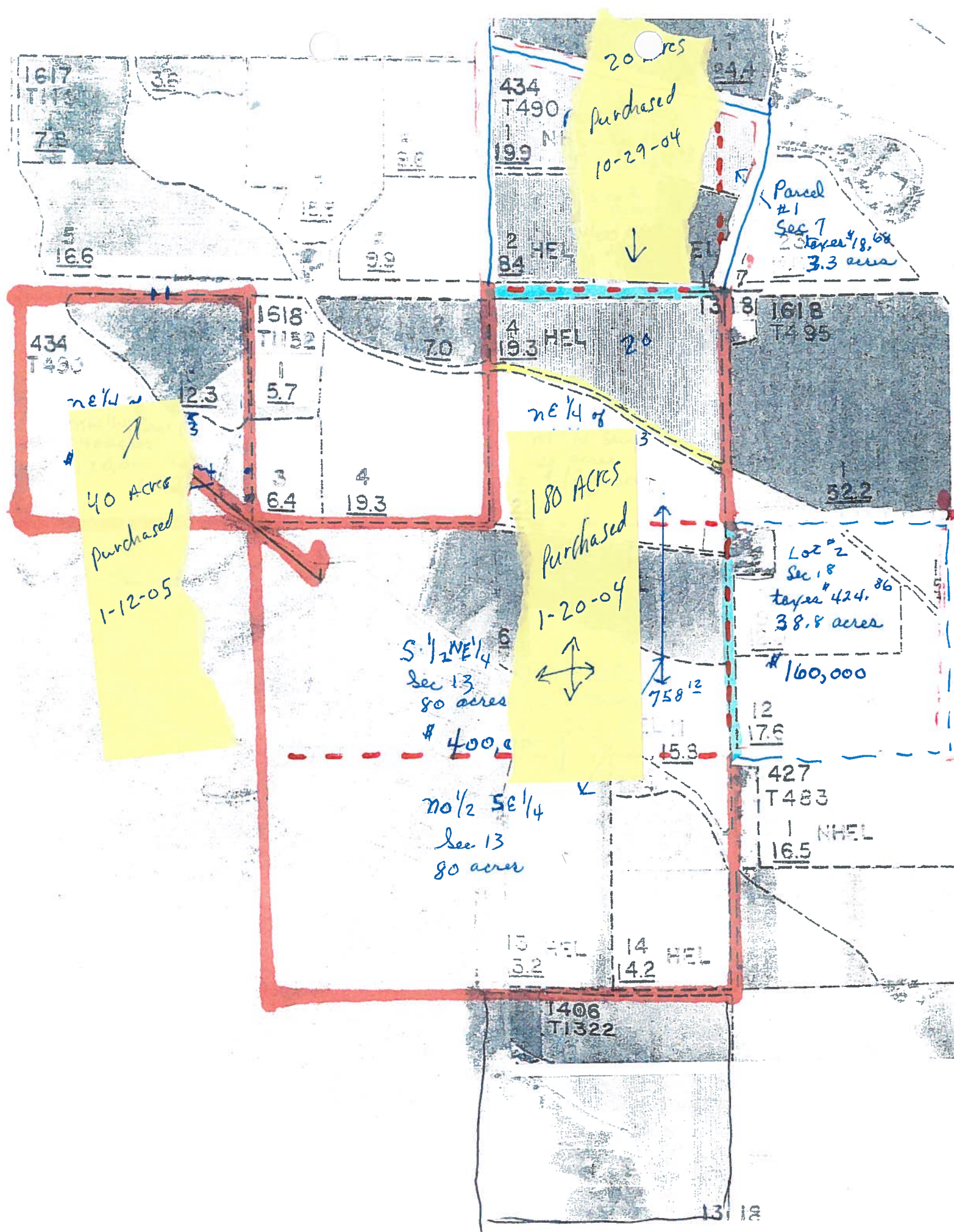
DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Dr. Mark _____ *President*

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by	<i>lg</i>	Date	5-10-06
Received by	<i>lg</i>	Date	5-10-06
Processed by	AJ	Date	_____
Fee	W0341507	Receipt No.	75.00
WR	_____	Date	_____



WARRANTY DEED

Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, GRANTOR, of Wilson, Owyhee County, Idaho, hereby CONVEY, GRANT and WARRANT to J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho, GRANTEE, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the following described tract of land in Owyhee County, Idaho:

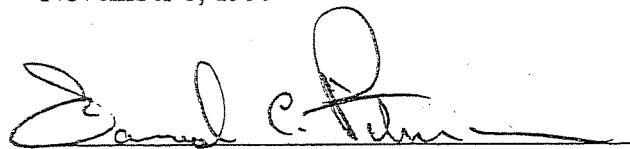
See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2004 and subsequent years, covenants, conditions, restrictions and easements of record; and that it will warrant and defend the same from all lawful claims whatsoever.

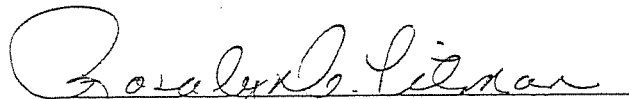
WITNESS the hand of said Grantor this 20th day of January, 2004.



SAM AND ROSALYN PITMAN FAMILY
REVOCABLE TRUST, dated
November 8, 1999



SAMUEL C. PITMAN
Trustee



ROSALYN A. PITMAN
Trustee
--Grantor--

STATE OF IDAHO)

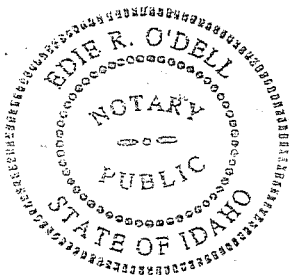
)ss.

County of Canyon)

On this 20th day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared SAMUEL C. PITMAN and ROSALYN A. PITMAN known or identified to me to be the trustees of the SAM AND ROSALYN PITMAN FAMILY REVOCABLE TRUST, dated November 8, 1999 which executed the instrument or the persons who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO
Residence: Nampa, ID
My Commission Expires: 4/17/2009

Exhibit "A"

PARCEL I

Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho. Section 13: South half of the Northeast Quarter; North half of the Southeast Quarter.

PARCEL II

That portion of the Northeast Quarter Northeast Quarter of Section 13, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho which lays south of the approximate centerline of the Reynolds Creek Irrigation Lateral, being described as follows:

Commencing at the Northeast corner of said Section 13, in the intersection of State Highway No. 78 and Agenbroad Road; thence

South $00^{\circ}05'14''$ East, 1049.90 feet along the east line of said Section 13 (Agenbroad Road) to a half inch rebar set in the approximate centerline of said Reynolds Creek Irrigation Lateral and the POINT OF BEGINNING; thence

South $00^{\circ}05'14''$ East, 267.46 feet along said East section line (Agenbroad Road) to the Southeast corner of said Northeast Quarter Northeast Quarter; thence

North $89^{\circ}54'35''$ West, 1338.82 feet along the south line of said Northeast Quarter Northeast Quarter to the Southwest corner of same, marked by a half inch rebar witness corner set 3.00 feet southerly of said corner; thence

North $00^{\circ}00'56''$ East, 879.24 feet along the west line of said Northeast Quarter Northeast Quarter to the intersection of same with the approximate centerline of said Reynolds Creek Irrigation Lateral, said point being marked by a half inch rebar witness corner set 6.00 feet northerly of said point; thence, along said approximate centerline the following courses:

South $87^{\circ}46'42''$ East, 156.56 feet; thence

South $71^{\circ}30'34''$ East, 440.48 feet; thence

South $57^{\circ}11'11''$ East, 531.19 feet; thence

South $60^{\circ}25'07''$ East, 365.15 feet along said approximated centerline to the POINT OF BEGINNING.

R. A. P.

S. E. P.

per

S.E.Y.
R.A.P.

QUITCLAIM DEED

THIS INDENTURE made this 20th day of January, 2004, between J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho of Nampa, Canyon County, Idaho, the Transferor, and Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999 whose address is 14760 State Highway 78, Wilson, Owyhee County, Idaho, the Transferee.

WITNESSETH that the said Transferor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, lawful money of the United States of America, to him in hand paid by the said Transferee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the said Transferee, and to its heirs and assigns all that certain lots(s), piece(s) or parcel(s) of land, situate, lying and being in Wilson, Owyhee County, Idaho, bounded and described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

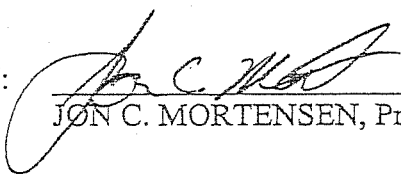
TRANSFEROR acknowledges that it is the intention of this instrument to convey not only Transferor's entire present interest in the described property, but also any, every and all right, title and interest after-acquired by Transferor, and Transferor's heirs and assigns, through and by operation of law.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Transferee, and to Transferee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Transferor has hereunto set its hand the day and year first above written.

J and M CATTLE, INC.

BY: 
JON C. MORTENSEN, President

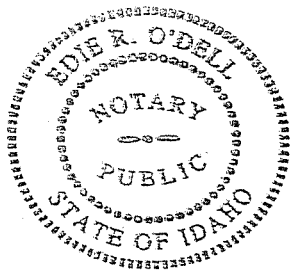
STATE OF IDAHO)

) ss.

County of Canyon)

On this 20th day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared JON C. MORTENSEN known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*SEAL

Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO
Residence: *Nampa, ID*
My Commission Expires: *4/17/2009*

WARRANTY DEED

Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, GRANTOR, of Wilson, Owyhee County, Idaho, hereby CONVEY, GRANT and WARRANT to J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho, GRANTEE, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, the following described tract of land in Owyhee County, Idaho:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances; except for general taxes and assessments for the year 2004 and subsequent years, covenants, conditions, restrictions and easements of record; and that it will warrant and defend the same from all lawful claims whatsoever.

WITNESS the hand of said Grantor this 29th day of October, 2004.

SAM AND ROSALYN PITMAN FAMILY
REVOCABLE TRUST, dated
November 8, 1999

SAMUEL C. PITMAN
Trustee

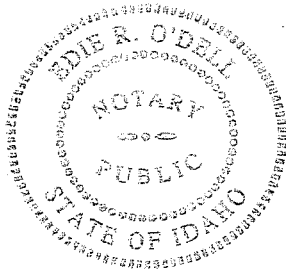
ROSALYN A. PITMAN
Trustee
--Grantor--

STATE OF IDAHO)
)ss.
County of Canyon)

On this 29th day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared SAMUEL C. PITMAN and ROSALYN A. PITMAN known or identified to me to be the trustees of the SAM AND ROSALYN PITMAN FAMILY REVOCABLE TRUST, dated November 8, 1999 which executed the instrument or the persons who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)



Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO

Residence:

My Commission Expires:

Residing in Nampa, Idaho
My Commission Expires 4/17/09

8/2/04
J&M

QUITCLAIM DEED

THIS INDENTURE made this 29th day of October, 2004, between J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho of Nampa, Canyon County, Idaho, the Transferor, and Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, whose address is 14760 State Highway 78, Wilson, Owyhee County, Idaho, the Transferee.

WITNESSETH that the said Transferor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, lawful money of the United States of America, to it in hand paid by the said Transferee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the said Transferee, and to its heirs and assigns all that certain lots(s), piece(s) or parcel(s) of land, situate, lying and being in Wilson, Owyhee County, Idaho, bounded and described as follows, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TRANSFEROR acknowledges that it is the intention of this instrument to convey not only Transferor's entire present interest in the described property, but also any, every and all right, title and interest after-acquired by Transferor, and Transferor's heirs and assigns, through and by operation of law.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Transferee, and to Transferee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Transferor has hereunto set its hand the day and year first above written.

J and M CATTLE, INC.

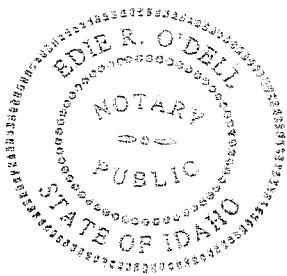
BY:


JON C. MORTENSEN, President

STATE OF IDAHO)
) ss.
County of Canyon)

On this 27th day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared JON C. MORTENSEN known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*SEAL

Eric R. O'Neil
NOTARY PUBLIC FOR IDAHO

NOTARY PUBLIC FOR IDAHO

Residence:

My Commission Expires:

Residing in Nampa, Idaho
My Commission Expires 4/17/09

Exhibit "A"

That portion of the Northeast Quarter of the Northeast Quarter of Section 13, Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho which lays North of the approximate centerline of the Reynolds Creek Irrigation Lateral, being described as follows:

BEGINNING at the Northeast corner of said Section 13, in the intersection of State Highway No. 78 and Agenbroad Road; thence,

South $00^{\circ} 05' 14''$ East, 1049.90 feet along the East line of said Section 13 (Agenbroad Road) to a 1/2 inch rebar set in the approximate centerline of said Reynolds Creek Irrigation Lateral; thence, along said approximate centerline of the following courses:

North $60^{\circ} 25' 07''$ West, 365.15 feet; thence

North $57^{\circ} 11' 11''$ West, 531.19 feet; thence

North $71^{\circ} 30' 34''$ West, 440.48 feet; thence

North $87^{\circ} 46' 42''$ West, 156.56 feet along said approximate centerline to the intersection of same with the West line of said Northeast Quarter of the Northeast Quarter, said point being marked by a 1/2 inch rebar witness corner set 6.00 feet Northerly from said point; thence

North $00^{\circ} 00' 56''$ East, 440.43 feet along said West line of the Northeast Quarter of the Northeast Quarter to the Northwest corner of same (East 1/16th corner in the North line of said Section 13); thence

South $89^{\circ} 48' 39''$ East, 1336.46 feet along said North line of Section 13 (State Highway No. 78) to the POINT OF BEGINNING.

ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE

THIS ADDENDUM, is made and entered into this 29th day of October, 2004, by and between Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, of 14760 State Highway 78, Wilson, Owyhee County Idaho, hereinafter collectively referred to as "Seller", and J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho, hereinafter referred to as "Buyer".

RECITALS

A. Seller is the legal and equitable owner of certain real property located in Owyhee County, Idaho and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, and hereinafter sometimes referred to as the "Property."

B. The total size of the Property is twenty (20) acres more or less.

C. Seller desires to sell and Buyer desires to buy the Property in its current condition.

D. Seller and Buyer have previously entered into that certain Agreement for Sale of Real Estate dated January 20, 2004, pertaining to the purchase of approximately 180 acres by Buyer from Seller, for the sum of \$425,000.00. The unpaid principal balance of the purchase price of said property is \$334,923.45, as of October 28, 2004. Pursuant to the terms of said agreement, Buyer is required to make monthly payments to Seller in the amount of \$3,996.74 per month until January 20, 2014, via long term escrow account number 7879 at Pioneer Title of Canyon County, located at 100 10th Avenue South, Nampa, Canyon County, Idaho. Said agreement may hereinafter be referred to as the "January 20, 2004 Agreement." A copy of the January 20, 2004 Agreement is attached hereto as Exhibit "B".

E. Seller and Buyer desire to add the purchase price of the Property described in Exhibit A, to the unpaid balance in the above long term escrow account described in the previous paragraph.

F. Seller and Buyer further desire to add the terms of this addendum to those terms contained in the January 20, 2004 Agreement.

AGREEMENTS

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property, together with its improvements and fixtures subject to the terms and conditions contained in this Agreement.

SECTION ONE PURCHASE PRICE AND TERMS OF PAYMENT

Buyer agrees to pay as the total purchase price for the Property the sum of SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$64,000.00) payable pursuant to the following terms and conditions:

a. The sum of \$4,000.00 cash, due and payable upon closing of the sale of the Property. Said amount includes the \$1,000.00 earnest money Buyer previously paid to Richard L. Reineke, of Silver Dollar Realty, the Realtors retained by Seller in connection with this transaction. In the event closing does not occur on the Property due to default on the part of the Buyer, the \$4,000.00 earnest money shall become nonrefundable as of the close of business on the closing date and shall be released to Seller.

b. The remaining balance of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) shall be payable in monthly installments as follows: \$705.66 per month, commencing November 20, 2004, and a like and similar monthly payment of \$705.66 on the twentieth day of each and every month thereafter until January 20, 2014, at which time the entire remaining balance shall be paid in full, together with interest thereon as herein provided. Said monthly payment shall, when combined with the present monthly payments of \$3,996.74 pursuant the January 20, 2004 Agreement, total approximately \$4,702.40.

c. The remaining balance of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) shall bear interest at the rate of six percent (6%) per annum computable from October 29, 2004, and from the amount of each payment the interest shall be first deducted and the balance applied to the principal.

d. In the event that Buyer, prepays part or all of the remaining balance of the purchase price, before maturity, prior to January 20, 2009, Buyer shall, in addition to such payment(s), pay to Seller an amount equal to the amount of the prepayment penalty or other expenses of Seller resulting from early payment, if any, which Seller pays to the mortgagee of the prior encumbrance upon the Property. Buyer may pay the entire remaining balance of the purchase price, or any part of such remaining balance after January 20, 2009, without penalty.

S.R.
R.A.R.

GUARANTY

The foregoing Addendum to Agreement for Sale of Real Estate, hereinafter referred to as the "Addendum," was executed by and between Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, of 14760 State Highway 78, Wilson, Owyhee County Idaho, hereinafter collectively referred to as "Seller", and J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho, hereinafter referred to as "Buyer". The Addendum covers the real property described in the Addendum.

Seller requires as a condition to the execution of the Addendum that the undersigned guarantee the full performance of the obligations of Buyer under the Addendum. The undersigned desires that Seller enter into the Addendum with Buyer.

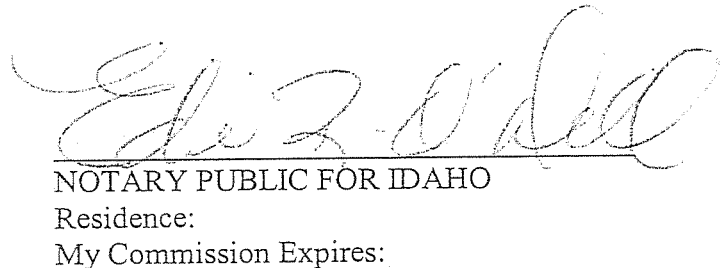
Accordingly, in consideration of the execution of the Addendum by Seller, the undersigned unconditionally guarantees the full performance of all the terms, covenants, and conditions of the Addendum on the part of Buyer, including the payment of all principal and interest payments required by the Addendum. The undersigned further agrees as follows:

1. This guaranty shall continue in favor of Seller, notwithstanding any extension, modification, or alteration of the Addendum between the parties, their successors, or assigns, and notwithstanding any assignment of the Addendum. No extension, modification, alteration, or assignment of the Addendum shall in any manner release or discharge the undersigned.
2. This guaranty shall continue unchanged by any bankruptcy, reorganization, or insolvency of Buyer or any successor or assignee of Buyer, or by any disaffirmance or abandonment by a trustee of Buyer.
3. Seller may, without notice, assign the agreement described as the January 20, 2004 Agreement in the Addendum, together with the Addendum in whole or in part, and no assignment or transfer of said agreements by Seller shall operate to extinguish or diminish the liability of the undersigned.
4. The liability of the undersigned under this guaranty shall be primary in any right of action which shall accrue to Seller under the Addendum. Seller may, at its option, proceed against the undersigned without having commenced any action or having obtained any judgment against Buyer.

- Dated this 29th day of October, 2004.

STATE OF IDAHO)
) ss.
County of Canyon)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



ADDENDUM TO AGREEMENT FOR SALE OF REAL ESTATE - Page 14

Set.
RAP

QUITCLAIM DEED

THIS INDENTURE made this 12th day of January, 2005, between J and M Cattle, Inc., a corporation organized and operated under the laws of the state of Idaho, whose principal place of business is located at 2312 East Harbour Grove Drive, Nampa, Canyon County, Idaho, the Transferor, and Samuel C. Pitman and Rosalyn A. Pitman, Trustees of the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999, whose address is 14760 State Highway 78, Wilson, Owyhee County, Idaho, the Transferee.

WITNESSETH that the said Transferor, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, lawful money of the United States of America, to it in hand paid by the said Transferee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUITCLAIM unto the said Transferee, and to its heirs and assigns all that certain lots(s), piece(s) or parcel(s) of land, situate, lying and being in Wilson, Owyhee County, Idaho, bounded and described as follows, to-wit:

In Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho
Section 13: Northeast Quarter of the Northwest Quarter

TRANSFEROR acknowledges that it is the intention of this instrument to convey not only Transferor's entire present interest in the described property, but also any, every and all right, title and interest after-acquired by Transferor, and Transferor's heirs and assigns, through and by operation of law.

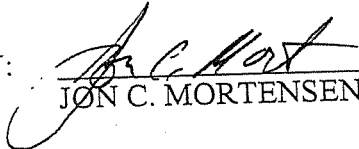
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Transferee, and to Transferee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Transferor has hereunto set its hand the day and year first above written.

J and M CATTLE, INC.

BY:


JON C. MORTENSEN, President

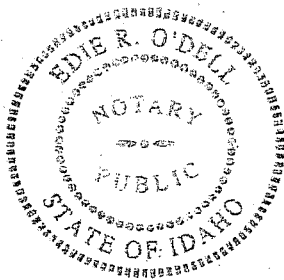
STATE OF IDAHO)

) ss.

County of Canyon)

On this 12th day of January, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared JON C. MORTENSEN known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*SEAL

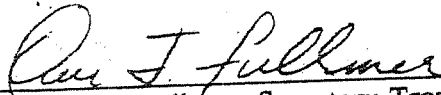
Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO
Residence: ampa, ID
My Commission Expires: 4/17/2009

J AND M CATTLE, INC.
Corporate Resolution

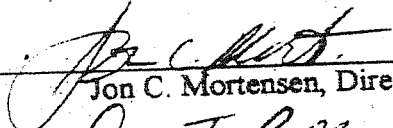
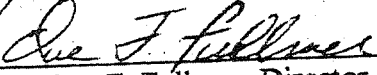
The undersigned Secretary of J and M Cattle, Inc., an Idaho corporation, hereby certifies that the following resolution was unanimously adopted by the Directors of the J and M Cattle, Inc. at their meeting held January 8, 2004:

Resolved that Jon C. Mortensen as President of J and M Cattle, Inc. is authorized to negotiate and agree on the purchase price, enter into written and binding agreements on behalf of the Corporation, and to close the purchase of that certain land from Sam and Rose Pitman located in Section 13 in Owhyee County.

In Witness Whereof the undersigned has executed this certificate this 10 day of
January 2005.


Que J. Fullmer, Secretary-Treasurer

The undersigned constituting all of the directors of J and M Cattle, Inc. hereby confirm the foregoing resolution.


Jon C. Mortensen, Director

Que F. Fullmer, Director

**MEMORANDUM OF SECOND ADDENDUM TO AGREEMENT
FOR SALE OF REAL ESTATE**

This Memorandum of Second Addendum to Agreement for Sale of Real Estate is made and executed by and between the Sam and Rosalyn Pitman Family Revocable Trust, dated November 8, 1999 ("Seller") and J and M Cattle, Inc. ("Buyer"), an Idaho corporation, this 12th day of January, 2005.

This Memorandum of Addendum to Agreement for Sale of Real Estate involves the following real property located in Owyhee County, Idaho, and which consists of approximately forty (40) acres of land, more or less, and is more particularly described as follows:

In Township 1 South, Range 3 West, Boise Meridian, Owyhee County, Idaho
Section 13: Northeast Quarter of the Northwest Quarter

TERMS: Buyer is to make monthly payments to Seller, the last of which is due January 20, 2014, pursuant to the Second Addendum to Agreement for Sale of Real Estate executed by the parties. The Second Addendum to Agreement for Sale of Real Estate referenced above pertains to the Agreement for Sale of Real Estate previously entered into between the parties hereto, a Memorandum of which has been recorded January 20, 2004, as Instrument No. 246497, records of Owyhee County, Idaho. The Second Addendum to Agreement for Sale of Real Estate referenced above also pertains to the Addendum to Agreement for Sale of Real Estate previously entered into between the parties hereto, a Memorandum of which has been recorded October 29, 2004 as Instrument No. 249776, records of Owyhee County, Idaho.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year in this Memorandum first above written.

SAM AND ROSALYN PITMAN FAMILY
REVOCABLE TRUST, dated November 8,
1999

By: Samuel C. Pitman
SAMUEL C. PITMAN, Trustee

By: Rosalyn A. Pitman
ROSALYN A. PITMAN, Trustee
--SELLERS--

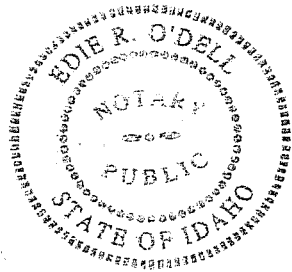
J and M Cattle, Inc.

By: *J. C. Mort*
JON C. MORTENSEN, President
--BUYER--

STATE OF IDAHO)
) ss:
County of Canyon)

On this 12th day of January, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SAMUEL C. PITMAN and ROSALYN A. PITMAN known identified to me to be the trustees of the SAM AND ROSALYN PITMAN FAMILY REVOCABLE TRUST, dated November 8, 1999 which executed the instrument or the persons who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



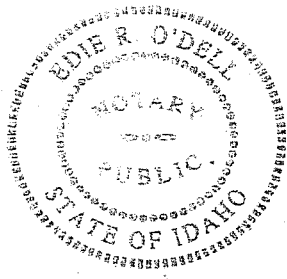
*SEAL

Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO
Residing at: ampa, ID
My Commission Expires: 4/17/2009

STATE OF IDAHO)
) ss:
County of Canyon)

On this 12th day of January, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared JON C. MORTENSEN known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*SEAL

Edie R. O'Dell
NOTARY PUBLIC FOR IDAHO
Residing at: Nampa, ID
My commission expires: 4/17/2009